

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION**

---

|                                    |                       |
|------------------------------------|-----------------------|
| FEDERAL EXPRESS CORP., and FEDEX ) |                       |
| GROUND PACKAGE )                   |                       |
| SYSTEM, INC., )                    |                       |
| ) )                                |                       |
| Plaintiffs, ) )                    |                       |
| v. ) )                             | Case No. 2:21-cv-2163 |
| ) )                                |                       |
| ) )                                |                       |
| UNGER FABRIK, LLC, ) )             |                       |
| JOHN YAMADA, ) )                   |                       |
| AJAY AGGARWAL, VIJAY ) )           |                       |
| AGGARWAL, EZ MAILING SERVICES, ) ) |                       |
| INC., and UNIVERSAL DELIVERY ) )   |                       |
| SOLUTIONS, ) )                     |                       |
| ) )                                |                       |
| Defendants. ) )                    |                       |

---

**DEFAULT JUDGMENT AS TO UNGER FABRIK, LLC**

---

**JUDGMENT BY COURT.** This action is before the Court on Plaintiffs Federal Express Corporation and FedEx Ground Package System, Inc.’s (collectively, “FedEx”) Motion for Default Judgment against Unger Fabrik, LLC (“Unger”), filed June 4, 2021. (ECF No. 22.) FedEx filed this civil action on March 19, 2021 (ECF No. 1), and served process on Unger’s agent for service on April 9, 2021 (ECF No. 13). On May 11, 2021, the Clerk of Court docketed an entry of default against Unger. (ECF No. 19.) As of June 22, 2021, Unger has not filed an answer, appeared, or otherwise responded to the Complaint. On June 22, 2021, the Court held a hearing regarding FedEx’s Motion for Default Judgment, in which FedEx presented the testimony of Douglas Howard, a Special Investigative Advisor at FedEx, who examined business records, FedEx pricing agreements, and FedEx terms and conditions, in order to determine the amount of damages FedEx is entitled to based on Unger’s breach of contract. (ECF Nos. 26, 27.)

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that:

Plaintiff Federal Express Corporation is awarded \$1,571,815.47 in damages stemming from Unger’s breach of contract; and

Plaintiff Fedex Ground Package System, Inc. is awarded \$157,440.56 in damages stemming from Unger's breach of contract.

**A FINAL JUDGMENT IS THEREFORE ENTERED** in a total amount of \$1,729,256.03 due upon the date of entry of this Judgment, increasing at a rate of 0.23% per year<sup>1</sup> after the date of entry of this Judgment.

**APPROVED:**

/s/ Jon P. McCalla  
\_\_\_\_\_  
JON P. McCALLA  
UNITED STATES DISTRICT COURT JUDGE

6/22/2021  
\_\_\_\_\_  
Date

---

<sup>1</sup> 1-year LIBOR rate as of June 22, 2021.